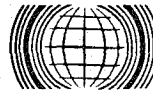


Deposit Receipt and Agreement of Sale



TEAKETTLE AGENCY

PH. (406) 892-2177
755-9181

REALTY WORLD

P. O. BOX 355 COLUMBIA FALLS, MONTANA 59912

Agreement made this Sixth day of March, 1986 by and between

SELLER: Atlantic Richfield Company,

BUYER: C.M. Bud Fishel & Charlotte E. Fishel, Box 1127, Columbia Falls, Montana

Seller agrees, in consideration of the sum of \$ 65,000.00* * * * * to be fully paid as hereinafter mentioned, to sell to the buyer the following described property, located in the County of Flathead, State of Montana.

REAL ESTATE: (N $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 4, T30N, R20W,) consisting of 37 acres, more or less, together with all appurtenances ~~thereon~~, excepting public roads and rights-of-way.

PERSONAL PROPERTY: None

And the buyer agrees to purchase said property at said consideration and to pay the same as follows:

Amount paid on execution of this agreement: \$ 100.00 on deposit with

X~~XXXXXXXXXX~~Teakettle Trust Account.

Additional amount to be paid on or before the day of, 19 : \$ None

Existing deed of trust, mortgage, or encumbrance, buyer assumes and agrees to pay: \$ None

And the buyer agrees to pay the balance as follows: CASH AT CLOSING, on or about March 31, 1986.

NOTE: Buyer reserves the right to approve, at his sole discretion, the preliminary commitment for title insurance, and shall have 72 hours from receipt of it to give written notice, to Teakettle Realty, of his disapproval of same, should he disapprove of the report. This provision shall extend to Buyer's legal counsel. Failure to give written notice of disapproval shall be deemed approval of the title report.

All deferred payments not already secured by existing deed of trust or mortgage are to be evidenced by note or notes signed by buyer, secured by deed of trust, mortgage or land contract on said real estate with interest from date of closing of sale at the rate of n/a per cent per annum.

And the seller, on receiving such payment at the time and in the manner above mentioned, shall at his own proper cost and expense execute, acknowledge and deliver to buyer or buyer's heirs or assigns a proper deed with usual covenants accompanied by title insurance policy evidencing marketable title to said premises, free from all encumbrances except those mentioned herein, easements of records, and the following: City of Columbia Falls Extra-Territorial

Zoning - I-1

Deed ☒ Contract for deed ☐ shall be delivered on the 31st day of March, 1986, but 30 days shall be allowed for completion of financing and/or completion of preparation of necessary instruments. Taxes, fire and/or casualty insurance costs, and rents shall be pro-rated as of closing. Seller may remain in possession, rent free, until closing.

The risk of loss or damage by fire or act of God prior to consummation of this contract is hereby assumed by seller.

Possession of premises shall be given on or before the 31st day of March, 1986.

It is agreed that if either seller or buyer fails or neglects to perform his part of this agreement he shall forthwith pay as reasonable liquidated damages to the other party a sum equal to ten per cent of the agreed price of sale. The parties do not waive the right of specific performance.

Initial _____

It is agreed that the buyer has thoroughly examined the property to be conveyed and relies solely on his own judgement in making this agreement to purchase, and that there are no agreements, understandings or representations made either by seller, broker or broker's representatives that are not set forth herein. Buyer acknowledges receipt of an exact copy of this agreement.

It is agreed and understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators and assigns of the respective parties.

In the event of litigation to enforce the terms of this agreement by the parties hereto, it is expressly agreed between the parties that the prevailing party in said litigation shall be entitled to all costs and reasonable attorney's fees as part of the consideration of this agreement.

C. M. Bud Fishel 3/6/86
DATE

Benjamin F. Cullen 3/13/86
DATE

Charlotte Fishel
BUYER DATE

SELLER DATE

PRESS HARD - NCR

ORIGINAL - white SELLER'S COPY - green BUYER'S FINAL COPY - canary TITLE COPY - pink BUYER'S ORIGINAL COPY - gold

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